

<b>Title</b>	<p><b>“Logistics Services for Transportation and ad- valorem Insurance of ITER Cold Circulators and its components”</b></p> <ul style="list-style-type: none"><li>• <b>Scope 1: Japan to France - [ Electrical Cabinet + Cables + loose items] – For ODC Items</b></li><li>• <b>Scope 2: Japan to France - [ Cartridge + Ext. magnetic shield] – For Non-ODC Items</b></li><li>• <b>Scope 3: Japan to India - [ Casing + Thermal shield + loose items] – For Non-ODC Items</b></li></ul>
<b>Sub Title</b>	<p><b>PART-A (IV): Terms and Conditions</b></p>

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Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,  
Ahmedabad 380005, Gujarat, INDIA



	<b>ITER-India</b> <b>(Institute For Plasma Research)</b>	Tender Notice No.
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## Abbreviations

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### ***B***

**BG** · Bank Guarantee

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### ***L***

**LD** · Liquidated Damages

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### ***N***

**NP** · Notification Point

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### ***P***

**PBG** · Performance Bank Guarantee

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### ***T***

**TO** · Task Order

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### ***S***

**SD** · Security Deposit

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## 1 Terms and Conditions

Following are the Terms and Conditions to this tender. The Task Order (TO) resulting from this tender shall be governed by the terms and conditions given in this part. Bidders submitting the bid against this tender shall be deemed to have read and understood the same in total.

### 1.1 Definitions and Interpretations

#### 1.1.1 Definitions

- (a) **“BID” or “TENDER” or “QUOTATION”** shall mean the tender offer and quotation in response to the tender notification.
- (b) **“BIDDER” or “TENDERER” or “VENDOR”** shall mean the entity who seeks to supply the specified goods/provide the Logistics Services by submitting Tender/Bid/Quotation.
- (c) **“COMPLETION”** shall mean that all activities specified under the scope of work have been successfully completed to the complete satisfaction of the Purchaser in all aspects and approved & accepted by the Purchaser.
- (d) **“DAY” or “DAYS”** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (e) **“EFFECTIVE DATE OF SERVICE ORDER/TASK ORDER” or “COMMENCEMENT DATE”** shall mean the date of issuance of Task /Service Order, on which the order shall come into force.
- (f) **“ITER-INDIA”** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- (g) **“ITEM(S)” or “SERVICES”** shall mean and include all Services which the Logistics Service Provider (LSP) has agreed to deliver as specified in the Part-A (III) of this tender.
- (h) **“LOGISTICS SERVICE PROVIDER (LSP)”** shall mean the firm or company with whom or with which the Service Order/Task Order under this tender is placed and shall be deemed to include the LSP's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Task Order (TO).
- (i) **“PARTY”** shall mean either the PURCHASER or the LSP.
- (j) **“PARTIES”** to the Task Order are the LSP and the Purchaser named in the TO.
- (k) **“PRICE”** shall mean the prices quoted by the bidder in his bid proposal under the specifications and scope of work as defined in Part-A (III) of this tender.
- (l) **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (m) **“PURCHASER”** shall mean ITER-India, acting through the Project Director or his authorized representative”
- (n) **“PURCHASE OFFICER” or “COMMERCIAL COORDINATOR”** shall mean the person authorized to act as Purchase Officer and he/she is purchaser’s representative for all commercial matters of the contract.
- (o) **“TASK ORDER (TO)” or “SERVICE ORDER”** shall mean the communication or document signed by the Purchaser and LSP against dispatch of ordered items confirming the acceptance by the

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Purchaser for carrying out scope of work as per technical specifications and any subsequent amendments there to made on the basis of mutual agreement.

- (p) **“TOTAL TASK ORDER VALUE” or “TOTAL SERVICE ORDER PRICE”** shall mean the total price as mentioned in the Task Order/Service Order excluding taxes, duties and levies (as applicable).
- (q) **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.

### 1.1.2 Interpretations

- (a) In the Task Order, except where the context requires otherwise:
- i. Words indicating one gender include all genders;
  - ii. Words indicating the singular also include the plural and words indicating the plural also include the singular;
  - iii. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - iv. The word “tender” is synonymous with “bid”, “tenderer” with “bidder” and “tender documents” with “bidding documents”;
  - v. “Written” or “in writing” means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.
- (b) The marginal words and headings shall not be taken into consideration in the interpretation of these Terms and Conditions of Task Order.
- (c) **PERSONS:** Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.
- (d) **ENTIRE AGREEMENT:** The Task Order constitutes the entire agreement between the Purchaser and LSP with respect to the subject matter of Task Order and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of Task Order that are included as reference in the Task Order.

## 1.2 General provisions of the contract

### 1.2.1 Language

- 1.2.1.1 The ruling language of the Task Order and language for documentation and communication shall be English.

### 1.2.2 Governing Law

- 1.2.2.1 The Task Order shall be construed and shall be governed by the laws of India and the LSP shall be required to comply with all the applicable laws with regard to performance of the Contract.

### 1.2.3 Jurisdiction

- 1.2.3.1 The Courts in Ahmedabad (Gujarat State, India) shall have exclusive jurisdiction to deal with and decide all disputes arising out of this Contract.

### 1.2.4 Exercising the Rights and Powers of the Purchaser

- 1.2.4.1 All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by

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the Purchaser through written communications which shall be given by the Project Director or other officers authorized by him for and on behalf of the Purchaser.

### 1.2.5 Publicity

- 1.2.5.1 No publicity of any kind whatsoever regarding the Task Order shall be given by the LSP without prior written permission of the Purchaser.

### 1.2.6 Confidentiality and Secrecy

- 1.2.6.1 All information, including but not limited to, specifications, drawings and other technical details that are imparted to the LSP, shall at all times, remain the absolute property of the purchaser. The LSP shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 1.2.6.2 All information, including but not limited to, specifications, drawings and other technical details forming part of the tender or TO are property of the Purchaser and shall not be used for any other purpose, except for execution of the Task Order (TO).
- 1.2.6.3 The LSP shall use his best endeavours to ensure that such information is not divulged to third parties except where needed for the performance of the Order by the LSP with the prior consent of the Purchaser.
- 1.2.6.4 In the event of any breach of this provision, the LSP shall indemnify the Purchaser from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach

## 1.3 The Purchaser

### 1.3.1 Permits, Licenses or Approvals

- 1.3.1.1 The Purchaser may provide, at the request of the LSP, such reasonable assistance in the form of issue of necessary certificates as required under law so as to allow the LSP to obtain any permits, licenses or approvals required by the laws of the country, which the LSP is required to obtain. However, no claim can be made by the LSP with respect to this clause. The LSP shall bear all cost charges and expenses for the licenses, permits and approvals required to be obtained by him.

### 1.3.2 Purchaser's representatives

- 1.3.2.1 The **Project Manager**, as mentioned in the TO, shall act as a **Contract Manager** for the Purchaser and execute all such duties assigned to him by the project director for smooth execution of the contract
- 1.3.2.2 The **Technical Representative Officer**, as mentioned in the TO, will be purchaser's representative to carry out all technical functions concerning the Task Order including inter-alia review of technical documents , post TO technical follow up and such other technical functions with the approval of project manager.
- 1.3.2.3 **The Purchase Officer** as mentioned in the TO is the Purchaser's representative for all commercial matters of the TO and act as a **Commercial Coordinator**.



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## 1.4 The LSP

### 1.4.1 Permits, Licenses or Approvals

- 1.4.1.1 The LSP shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the TO.

### 1.4.2 Compliance with law

- 1.4.2.1 The LSP shall comply with all laws in force in India and in the countries / states where the service as per the order is being rendered. The laws will include all local, state, national or other laws that affect the performance of the Task Order and bind upon the LSP. The LSP shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the LSP or its personnel, including the sub-contractors and their personnel.

### 1.4.3 LSP's representative

- 1.4.3.1 The LSP shall appoint the LSP's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Task Order . The details of the LSP representatives including their roles and responsibilities shall be intimated to the Purchaser at the time of Kick-off meeting.
- 1.4.3.2 The LSP's representatives shall represent and act for the LSP at all times during the tenure of the Task Order. All notices, instructions, information and all other communications to be given by the Purchaser to the LSP under the Task Order shall be given to the LSP's representative(s), except as herein otherwise provided.
- 1.4.3.3 The LSP shall promptly inform the Purchaser if there is any change in the LSP's representative personnel or their designated roles towards this Task Order. In the absence of timely information regarding change of personnel or their designated roles from the LSP, the resulting damages/liabilities if any, shall not be attributable to the purchaser.

### 1.4.4 General obligations

- 1.4.4.1 The LSP shall be deemed to have carefully examined all Tender/Task Order documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work necessary for the completion of the Tender/Task Order, all necessary information for risks, contingencies and other. The price quoted in the price-bid format (Part-B), which rate and prices shall, except as otherwise provided, cover all his obligations under the Tender and all matters and things necessary for the complete execution of the Tender. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to scope of work and/or Technical specifications, will, in any circumstances, be considered payable by the Purchaser.

### 1.4.5 Sub-contracting, subletting or assignment of contract

- 1.4.5.1 In case the LSP sublets, transfers or assigns any part of the Task Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the LSP and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 1.4.5.2 The LSP shall be responsible for coordination of all activities with his sub-contractors

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## 1.5 Contract Work Scope and Completion Time

### 1.5.1 Scope of Work and Specifications:

- 1.5.1.1 Part-A (III) of this tender specifies the **scope of work and technical specifications** to be covered under this Task Order.

## 1.6 Guarantees

### 1.6.1 Security Deposit (SD)

- 1.6.1.1 Within three weeks from the date of issuance of Task Order, the LSP shall submit an irrevocable Bank Guarantee (BG) equal to 10% (ten percent) of lump sum value as mentioned in the Task Order on a non-judicial stamp paper, as "Security Deposit" towards satisfactory execution and performance of the Contract.
- 1.6.1.2 For the BG towards the security deposit is issued by an Indian bank, it shall be from State Bank of India (SBI) /from any other Nationalized Bank /from one of the banks namely ICICI, HDFC, AXIS and IDBI. The format of the Security Deposit is given in Annexure-1.
- 1.6.1.3 The Bank Guarantee shall remain valid till the expiry of (60) sixty days beyond the date of completion of scope of work. If need arises, the LSP shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 1.6.1.4 If the LSP fails to provide the Security Deposit (SD), within the period as specified in clause no. [1.6.1.1](#) such failure shall constitute a breach of Rate Contract and the Purchaser shall be entitled to cancel the Rate Contract and make alternate arrangements for the purchase of ordered items from other sources at the risk and expenses of the LSP and recover from the LSP the damages arising from such cancellation.
- 1.6.1.5 In the event, the LSP fails to fulfil any of the obligations under the Rate Contract and /or Task Order; the Purchaser shall have the right to encash the Security Deposit. Applicable GST shall be charged by the Purchaser in case of encashment of security deposit.
- 1.6.1.6 Where the LSP fails to maintain the delivery date/completion time, the LSP shall extend the validity of Bank Guarantee(s) suitably at his own cost and risk to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the TO.
- 1.6.1.7 Upon satisfactory execution of complete scope of work, the original Bank Guarantee (s) shall be returned to the LSP on receipt of a request from the LSP.
- 1.6.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser.

### 1.6.2 Bank charges

- 1.6.2.1 All bank charges, if applicable, shall be borne by LSP only.

## 1.7 Contract Price, Payment and Recoveries

### 1.7.1 Terms of Prices

- 1.7.1.1 The unit prices quoted shall be **firm, fixed and non-revisable** during the validity and extended validity of the Contract. Break-up of price should be furnished. The quoted price should not be subject to price escalation. Unit rate as quoted by LSP shall be used by the Purchaser, as and when required during the execution of the Task Order.

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### 1.7.2 Taxes and Duties

1.7.2.1 The price quoted should be exclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Part-B) at the prevailing rates. No taxes and duties of any country outside India shall be paid by the Purchaser.

1.7.2.2 GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.

1.7.2.3 The Local Logistics Service Provider shall have sole responsibility for compliance with the tax laws which apply to it.

GST will be applicable and the Local Logistics Service Provider shall be responsible for making payment of GST or any applicable Tax at the time of invoicing to the Indian Tax Authorities.

Applicable Income Tax (TDS) will be deducted from the bills/invoices at the prevailing rate and the necessary TDS Certificate shall be issued.

Taxes and Duties applicable as per the prevailing rules of Government of India and/or State Government against the Service Order issued to the LSP will be deducted from the invoice of the LSP and compliance of taxation will be done by the LSP.

### 1.7.3 Mode of Payment and Payment Schedule:

ITER-India is fully funded by Government of India and the terms of payment are as follows:

#### 1.7.3.1 Mode of Payment

1.7.3.1.1 Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance of LSP services and on receipt of error free invoice & other related documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Order.

1.7.3.1.2 Release of payment shall be subject to:

- a. Signing of Task Order by both the Parties.
- b. Submission of error free Security Deposit as specified (refer section: [1.6.1](#))
- c. Error free Invoice along with all necessary documents (refer section: 10)

## 10. PAYMENT TERMS

Payment will be made to the Logistics Service Provider through RTGS/NEFT within 30 days from the date of receipt of error free invoice along with all the documents mentioned below which are to be submitted after delivery of the consignment at delivery point. The complete payment will be made in Indian Rupees only, SBI TT selling rate for USD/Euro prevailing on the date of MAWB shall be taken for conversion purpose. Payment shall be made on actual weight transported based on weight and dimensions mentioned in Air way bill.

The air freight charges will be paid on the basis of weight or volume whichever is higher, as mentioned in MAWB/HAWB and 6000 cubic cms shall be deemed to be equal to one kilogram.

(a) The relevant original invoices in duplicate indicating the reference number of the Task Order number to which they refer along with any other supporting document for claimed amount.

(b) A copy of Insurance Certificate/Declaration.

(c) A duly signed Shipment Delivery Certificate/CMR as per the packing list by the Consignee (ITER-Organisation France) including all its annexes.

(d) All copies of receipts duly signed by LSP w.r.t. detention/demurrage and any other charges if any.

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#### 1.7.4 Recovery of Sums Due

- 1.7.4.1 Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the TO against the LSP, the Purchaser shall be entitled to recover such sums from any due payment under the TO. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the LSP from this TO or any other TO with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the LSP shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the LSP under this TO or any other TO with the Purchaser, the payment of all sums payable under the TO to the LSP shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the LSP, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the LSP as per the terms of the TO.

### 1.8 Delay, Extension & Postponement

#### 1.8.1 Extension of Time (due to LSP)

- 1.8.1.1 In the event, the completion time cannot be adhered to for any cause(s) attributable to the LSP, an application for extension of time with sufficient reasons shall be made by the LSP to the Purchaser. If failure, on the part of the LSP to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. However, this extension shall be without prejudice to the Purchaser's right to recover Liquidated Damages (LD) as stipulated in clause [1.8.3](#). The LSP shall not become entitled to receive additional payment towards escalation or increased statutory levies or towards new statutory levies(if any) beyond the contractual delivery date / completion time.
- 1.8.1.2 If the LSP fails to apply and secure extension of contract delivery date(s) (before effecting the despatch of the items as in the TO) acceptance of such services by the Purchaser, shall not entitle the LSP to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of TO delivery dates/TO completion date will not be applicable or waiver of LD.

#### 1.8.2 Delay in delivery dates/completion time

- 1.8.2.1 Should the LSP fails to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the LSP, it shall be construed as a breach of the TO and the Purchaser shall be entitled at his option to the following:-
- 1.8.2.1.1 To receive the deliverable items under the TO after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause [1.8.3](#).
- 1.8.2.1.2 To terminate the total TO, as per clause [1.10](#) in case the liquidated damages (as per clause [1.8.3](#)) recovered from the LSP reaches maximum value. However, the Purchaser will inform in writing one month in advance to the LSP before exercising this clause.

#### 1.8.3 Liquidated Damages (LD)

- 1.8.3.1 If the LSP fails to deliver the items within the time specified in the TO and the delay or part thereof is attributable to the LSP, the Purchaser shall recover from the LSP as liquidated

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damages sum of half percent (0.5 percent) of the total TO price for each calendar week of delay that is attributable to the LSP. The total liquidated damages shall not exceed five percent (5%) of the total TO price.

- 1.8.3.2 Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.
- 1.8.3.3 However, the payment of liquidated damages shall not in any way relieve the LSP from any of its obligations to complete the work scope or from any other obligations and liabilities of the LSP under the order.

#### 1.8.4 Force Majeure

- 1.8.4.1 Force Majeure is herein defined as any cause which is beyond the control of the LSP or the Purchaser, as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the TO, such as:
  - 1.8.4.1.1 Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
  - 1.8.4.1.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
  - 1.8.4.1.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in LSP's works.
  - 1.8.4.1.4 Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after LSPs performance of his obligations has been delayed for other cause. However, the LSP is not entitled to increase in statutory levies that has come into force during the extended delivery period.

#### 1.8.5 Liability

ITER-India shall not be liable for damage sustained by the appointed LSP in performance of the Service Order except in the event of wilful misconduct or gross negligence on the part of the Requesting Party.

The appointed LSP shall be liable for any direct loss or damage and/or death or personal injury caused by itself in performance of the Service Order including in the event of subcontracting. ITER-India shall not be liable for any act or default on the part of the appointed LSP in performance of the Order/Agreement.

The appointed LSP shall provide compensation in the event of any action, claim or proceeding brought against ITER-India by a third party as a result of damage or loss caused by the appointed LSP in performance of the Service Order.

#### 1.8.6 Indemnity

The appointed LSP shall indemnify and keep indemnified ITER-India all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

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## 1.9 Settlement of disputes and Arbitration

### 1.9.1 Settlement of Disputes

- 1.9.1.1 Any disputes or difference arising out of or in connection with the TO shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days. If amicable settlement cannot be reached within sixty (60) days, then all disputed issues shall be settled by arbitration as per clause [1.9.2](#).
- 1.9.1.2 Notwithstanding any reference to the arbitration as herein before provided (a) the Parties shall continue to perform their respective obligations under the TO with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the LSP.


### 1.9.2 Arbitration

- 1.9.2.1 All disputes or differences arising out of or in connection with the TO including the one connected with the validity of the TO or any part thereof, should be settled by bilateral discussions.
- 1.9.2.2 The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and LSP. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the LSP and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the TO
- 1.9.2.3 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 1.9.2.4 The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

## 1.10 Cancellation/Termination of Task Order

### 1.10.1 Termination of Task Order for default

- 1.10.1.1 The Purchaser may, without prejudice to any other remedy for breach of TO, by written notice of default sent to the LSP, terminate the TO in whole or in part in circumstance detailed hereunder:
- 1.10.1.1.1 If the LSP fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the TO or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached.
- 1.10.1.1.2 If the LSP fails to perform any other obligation(s) under the TO within the period specified in the TO or any extension thereof granted by the Purchaser
- 1.10.1.2 In the event the Purchaser terminates the TO in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the LSP shall continue to perform the TO to the extent not terminated.

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1.10.1.2.1 Recovery of Liquidated Damages (LD) as per the TO.

1.10.1.2.2 The Purchaser may get the work done, upon such terms and in such manner as it deems appropriate, services similar to those covered under the terminated TO at the risk and cost of the LSP.

#### 1.10.2 Termination of Task Order for insolvency

1.10.2.1 If the LSP becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the TO, by giving a written notice to the LSP, without compensation to the LSP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

#### 1.10.3 Termination of Task Order for convenience

1.10.3.1 After placement of TO, there may be some unforeseen situations compelling the purchaser to cancel the TO. In such a case, the purchaser will send a suitable notice at least one month in advance to the LSP for cancellation of the TO, in whole or in part, for Purchaser's convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the LSP on mutually agreed terms for terminating the TO.

#### 1.11 Precedence

1.11.1.1 In case of Conflict between the parties, the decision of Purchaser shall have precedence over this Tender.

#### 1.12 The Rate Contract and Task Order

##### 1.12.1 Signing of Rate Contract and Task Order:

1.12.1.1 The Rate Contract and the Task Order shall be signed by authorized representatives of LSP and Purchaser.

##### 1.12.2 Amendments

1.12.2.1 Any amendment to the Task Order including its Attachments, Appendices and Annexures which may be necessary will be a result of a mutual agreement between the Parties. It will be established within a reasonable time in the form of an amendment to the Rate Contract and / or TO, to be signed by both the Parties.

##### 1.12.3 Coming into Force (Effective date of Task Order)

The Task Order shall come into force from the date of issuance of Task Order respectively by the Purchaser.



## 2 Annexures

The Attachments and Annexes referred to in this section shall form an integral part of this Rate Contract

1. Annexure-1: Security Deposit (Bank guarantee)



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## 2.1 Annexure-1: Bank Guarantee (Security Deposit)

**(On non-judicial stamp paper of appropriate value)**

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

THIS DEED OF GURANTEE MADE AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ having its registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter called "the Bank" which expression shall mean and include the said \_\_\_\_\_ and its successors and assigns) of the one part AND ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, INDIA (hereinafter called "the Purchaser" which expression shall mean and include the said ITER – India, AHMEDABAD and its successors and assigns) of the other part.

WHEREAS \_\_\_\_\_ (hereinafter called "the Logistics Service Provider (LSP)") having its registered office at \_\_\_\_\_ have entered into a Task Order (TO) having TO value of INR. \_\_\_\_\_ (In words \_\_\_\_\_) with the Purchaser being Rate Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid Rate Contract, the LSP is to furnish to the Purchaser a Bank guarantee for an amount of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) being 10% of the lump sum value of the Rate Contract by way of security for fulfilment of the Contractual obligations on the part of the LSP there under.

AND WHEREAS the LSP has requested the Bank to guarantee the due payment of the aforesaid amount by the LSP to the Purchaser in case the LSP fails to fulfil any of the aforesaid Contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the Purchaser or any officer authorised by them on their behalf and without demur, any amount up to and not exceeding INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Purchaser on behalf of the LSP.
2. This guarantee is valid and binding upon the Bank till successful completion of complete scope of work and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of LSP or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said TO.
4. The liability of the Bank under this deed is restricted to the sum of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) and same shall remain in force two months beyond the successful completion of complete scope of work. In case any further extension of the present guarantee is

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required the same shall be granted on receiving instructions in writing there for from the LSP on whose behalf this guarantee is issued.

5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid TO against the LSP shall in no way relieve the Bank of its liability under this deed.
7. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the successful completion of work) and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

For \_\_\_\_\_  
 (Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_